

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

BRIAN MILLER; HECTOR CALDERON;	:	
CHARLES FOLWELL; ROLLAND GREEN;	:	
DAWN M. HAUCK; KEVIN KEIR;	:	
ASHBY LINCOLN; KAREN MASINO;	:	
ROBERT W. PETERSON; SUSAN M. POKOISKI;	:	
DAN P. ROLLINS; and WILLIAM SPERATI,	:	C.A. No. 05-010-JJF
	:	
Plaintiffs,	:	
	:	
v.	:	
	:	
COMPUTER SCIENCES CORPORATION,	:	
a Delaware Corporation,	:	
	:	
Defendant.	:	

**APPENDIX TO PLAINTIFF'S ANSWERING BRIEF IN OPPOSITION TO
DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

1 of 3

Dated: June 8, 2006

Timothy J. Wilson, Esquire (DE #4323)
MARGOLIS EDELSTEIN
1509 Gilpin Avenue
Wilmington, DE 19806
(302) 777-4680
Attorney for Plaintiffs

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CIVIL ACTION NUMBER:
04C-12-127 SCD

CIVIL CASE TYPE: Debt/Breach of Contract

<p>CAPTION: Brian Miller; Hector Calderon; Charles Folwell; Rolland Green; Dawn M. Hauck; Kevin Keir; Ashby Lincoln; Karen Masino; Robert W. Peterson; Susan M. Pokoisi; Dan P. Rollins and William Sperati,</p> <p style="text-align: center;">Plaintiffs,</p> <p>v.</p> <p>Computer Sciences Corporation, Defendant.</p>	<p>NAME AND STATUS OF PARTY FILING DOCUMENT: Miller, et al., Plaintiffs</p> <p>DOCUMENT TYPE: (E.G., COMPLAINT; ANSWER WITH COUNTERCLAIM) Complaint</p> <p>NON-ARBITRATION <input checked="" type="checkbox"/> EFILE <input checked="" type="checkbox"/> (CERTIFICATE OF VALUE MAY BE REQUIRED)</p> <p>ARBITRATION ____ MEDIATION ____ NEUTRAL ASSESSMENT ____</p> <p>DEFENDANT (CIRCLE ONE) ACCEPT REJECT</p> <p>JURY DEMAND <input checked="" type="checkbox"/> YES NO</p> <p>TRACK ASSIGNMENT REQUESTED: (CIRCLE ONE) EXPEDITED STANDARD COMPLEX</p>
<p>ATTORNEY NAME(S): Timothy J. Wilson, Esquire</p> <p>ATTORNEY ID(S): DE 4323</p> <p>FIRM NAME: Margolis Edelstein</p> <p>ADDRESS: 1509 Gilpin Avenue Wilmington, DE 19806</p> <p>TELEPHONE NUMBER: (302) 777-4680</p> <p>FAX NUMBER: (302) 777-4682</p> <p>E-MAIL ADDRESS: twilson@margolisedelstein.com</p>	<p>IDENTIFY ANY RELATED CASES NOW PENDING IN THE SUPERIOR COURT BY CAPTION AND CIVIL ACTION NUMBER INCLUDING JUDGE'S INITIALS</p> <p>EXPLAIN THE RELATIONSHIP(S):</p> <p>OTHER UNUSUAL ISSUES THAT AFFECT CASE MANAGEMENT:</p> <p style="text-align: right;">B-0001</p> <p>(IF ADDITIONAL SPACE IS NEEDED, PLEASE ATTACH PAGES)</p>

THE PROTHONOTARY WILL NOT PROCESS THE COMPLAINT, ANSWER OR FIRST RESPONSIVE PLEADING IN THIS MATTER FOR SERVICE UNTIL THE CASE INFORMATION STATEMENT (CIS) IS FILED. THE FAILURE TO FILE THE CIS AND TO HAVE THE PLEADING PROCESSED FOR SERVICE MAY RESULT IN THE DISMISSAL OF THE COMPLAINT OR MAY RESULT IN THE ANSWER OR FIRST RESPONSIVE PLEADING BEING STRICKEN.

IN THE SUPERIOR COURT FOR THE STATE OF DELAWARE
IN AND FOR THE COUNTY OF NEW CASTLE

BRIAN MILLER; HECTOR CALDERON;
CHARLES FOLWELL; ROLLAND GREEN;
DAWN M. HAUCK; KEVIN KEIR; ASHBY LINCOLN;
KAREN MASINO; ROBERT W. PETERSON;
SUSAN M. POKOISKI; DAN P. ROLLINS; and
WILLIAM SPERATI;

Plaintiffs,

v.

COMPUTER SCIENCES CORPORATION,
a Delaware Corporation,

Defendant.

C.A. No. 04C-12-127 SCD
JURY TRIAL DEMANDED

PRAECIPE

TO: Prothonotary
Superior Court of the State of Delaware
New Castle County Courthouse
500 N. King Street
Wilmington, Delaware 19801

PLEASE ISSUE SUMMONS and COMPLAINT to the Sheriff of New Castle
County to make service upon the registered agent for Computer Sciences Corporation by
serving The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street,
Wilmington, Delaware 19801.

MARGOLIS/EDELSTEIN

Jeffrey K. Martin, Esquire (#2407)
Timothy J. Wilson, Esquire (#4323)
1509 Gilpin Avenue
Wilmington, Delaware 19806
(302) 777-4680
Attorney for Plaintiffs

Dated: December 13, 2004

B-0002

**IN THE SUPERIOR COURT FOR THE STATE OF DELAWARE
IN AND FOR THE COUNTY OF NEW CASTLE**

BRIAN MILLER; HECTOR CALDERON;	:	
CHARLES FOLWELL; ROLLAND GREEN;	:	
DAWN M. HAUCK; KEVIN KEIR; ASHBY LINCOLN;	:	
KAREN MASINO; ROBERT W. PETERSON;	:	
SUSAN M. POKOISKI; DAN P. ROLLINS; and	:	C.A. No.
WILLIAM SPERATI;	:	
	:	JURY TRIAL DEMANDED
Plaintiffs,	:	
	:	
v.	:	
	:	
COMPUTER SCIENCES CORPORATION,	:	
a Delaware Corporation,	:	
	:	
Defendant.	:	

SUMMONS

**THE STATE OF DELAWARE,
TO THE SHERIFF OF NEW CASTLE COUNTY:
YOU ARE COMMANDED:**

To summon the above-named Defendants so that, within twenty (20) days after service hereof upon Defendants, exclusive of the day of service, Defendants shall serve upon Jeffrey K. Martin, Esquire, Plaintiff's attorney, whose address is 1509 Gilpin Avenue, Wilmington, Delaware 19806, an answer to the Complaint (and, if an affidavit of demand has been filed, an affidavit of defense). To serve upon Defendant(s) a copy hereof and of the Complaint (and of the affidavit of demand if any has been filed by Plaintiff).

Dated: _____

Prothonotary

Per Deputy

TO THE ABOVE-NAMED DEFENDANTS:

In case of your failure, within twenty (20) days after you receive this Summons, excluding the day you receive it, you must file an Answer to the attached Complaint if you want to deny the allegations. The original of your Answer must be filed with the Office of the Prothonotary of the Superior Court of the State of Delaware, New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801 and must include proof that a copy of the Answer was served on the plaintiff or his attorney who is named above.

Failure to file an Answer denying the allegations will result in a judgment against you and action may be taken by the plaintiff or his attorney to satisfy the judgment.

Dated: _____

Prothonotary

Per Deputy

B-0003

IN THE SUPERIOR COURT FOR THE STATE OF DELAWARE
IN AND FOR THE COUNTY OF NEW CASTLE

BRIAN MILLER; HECTOR CALDERON;
CHARLES FOLWELL; ROLLAND GREEN;
DAWN M. HAUCK; KEVIN KEIR;
ASHBY LINCOLN; KAREN MASINO;
ROBERT W. PETERSON; SUSAN M. POKOISKI;
DAN P. ROLLINS; and WILLIAM SPERATI,

Plaintiffs,

v.

COMPUTER SCIENCES CORPORATION,
a Delaware Corporation,

Defendant.

C.A. No. 04C-12-127 SCD

JURY TRIAL DEMANDED

COMPLAINT

INTRODUCTION

1. This is an action by twelve former or current employees of Computer Sciences Corporation who are each individually seeking recovery of a bonus entitled the "Annual Management Incentive Program" that was retroactively eliminated from each of their compensation packages by their employer, Computer Sciences Corporation.

PARTIES

2. Plaintiff Brian Miller, resides in Wilmington, Delaware. At all times relevant to this action, he was employed as a Senior Manager for Computer Sciences Corporation.

3. Plaintiff, Hector Calderon, resides in Bear, Delaware. At all times relevant to this action, he was employed as a Computer Scientist for Computer Sciences Corporation.

4. Plaintiff, Charles Folwell, resides in Wilmington, Delaware. At all times relevant to this action, he was employed as a Senior Computer Scientist (Level 6) for Computer Sciences Corporation.

5. Plaintiff, Rolland Green, resides in Lincoln University, Pennsylvania. At all times relevant to this action, he was employed as a Computer Scientist, Work Effort Leader for Computer Sciences Corporation.

6. Plaintiff, Dawn M. Hauck, resides in Bear, Delaware. At all times relevant to this action, she was employed as a Senior Manager for Computer Sciences Corporation.

7. Plaintiff, Kevin Keir, resides in Wilmington, Delaware. At all times relevant to this action, he was employed as a Computer Scientist for Computer Sciences Corporation.

8. Plaintiff, Ashby Lincoln, resides in Newark, Delaware. At all times relevant to this action, he was employed as a Senior Manager for Computer Sciences Corporation.

9. Plaintiff, Karen Masino, resides in Wilmington, Delaware. At all times relevant to this action, she was employed as a Senior Manager for Computer Sciences Corporation.

10. Plaintiff, Robert W. Peterson, resides in Edmond, Oklahoma. At all times relevant to this action, he was employed as a Delivery Manager for Computer Sciences Corporation.

11. Plaintiff, Susan M. Pokoiski, resides in Smyrna, Delaware. At all times relevant to this action, she was employed as a Service Delivery Manager for Computer Sciences Corporation.

12. Plaintiff, Dan P. Rollins, resides in Cross Lanes, West Virginia. At all times relevant to this action, he was employed as a Consultant for Computer Sciences Corporation.

13. Plaintiff, William Sperati, resides in Wilmington, Delaware. At all times relevant to this action, he was employed as a Senior Computer Scientist for Computer Sciences Corporation.

14. Defendant, Computer Sciences Corporation (hereinafter, "CSC"), is, and at all times relevant to this action was, a Delaware corporation duly organized and existing under the laws of the State of Delaware, whose registered agent for the service of process is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

FACTUAL BACKGROUND

15. All of the Plaintiffs were employed in management positions for CSC on April 1, 2003 and through a subsequent period.

16. Prior to April 1, 2003, the date of the beginning of the fiscal year, Plaintiffs were each eligible for, and received the Annual Management Incentive Program (hereinafter "AMIP"), wherein such eligibility was communicated to each Plaintiff in writing and relied upon by each Plaintiff as part of his or her salary.

17. The AMIP bonus provided at least ten percent (10%) of each Plaintiff's annual compensation.

18. This AMIP bonus was compensation earned by each of the Plaintiffs.

19. During the 2003 fiscal year each Plaintiff continued to perform his or her duties in accordance with the criteria required to receive his or her AMIP bonus.

20. At some point in September of 2003, each Plaintiff was notified by CSC that he or she would no longer be eligible for participation in the AMIP program for the fiscal year, *retroactive* to April 1, 2003. Each Plaintiff was informed that he or she *may* be eligible for an alternative bonus.

21. Prior to the September AMIP termination announcement, CSC advised no Plaintiff of his or her ineligibility for, or that he or she would no be receiving his or her yearly AMIP bonus.

22. The elimination of the AMIP bonuses from the Plaintiffs employees was an improper withholding of earned income from the Plaintiffs.

23. Throughout 2003, up until the September AMIP termination announcement, each Plaintiff planned on receiving and relied upon their AMIP compensation to provide a substantial portion of his or her annual compensation.

24. By letter dated January 16, 2004, a copy attached hereto as Exhibit "A", the undersigned counsel for Plaintiffs advised CSC's General Counsel and Secretary, that the law prohibits the withdrawal of an earned bonus.

25. CSC's General Counsel and Secretary were also notified that Delaware law allows for the doubling of earned income that is improperly withheld by the employer, as well as the imposition of attorneys' fees and costs.

26. AMIP bonuses were paid to none of the Plaintiffs at the conclusion of the fiscal year on March 31, 2004. Furthermore, there were no other bonuses paid out to any of the Plaintiff that would have compensated the Plaintiff's for their withheld AMIP bonuses.

Violation of Delaware Wage Payment and Collection Act

27. Paragraphs 1-26 are incorporated as if fully set forth herein.

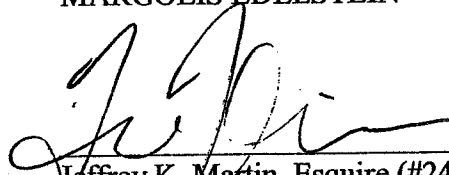
28. The Delaware Wage Payment and Collection Act allows for the doubling of earned income that is improperly withheld by the employer. 19 *Del. C.* § 1113.

29. This statute also permits the recovery of attorneys' fees and costs to employees whose income has been improperly withheld.

30. CSC has improperly withheld the earned AMIP bonus of each of the Plaintiffs for the period of time from April 1, 2003 through and including the time of CSC's notice to each Plaintiff in September of 2003.

WHEREFORE, each Plaintiff respectfully requests this Court enter judgment against Defendant CSC in his or her favor in the an amount equal to double the total of each Plaintiff's earned AMIP bonus, pursuant to the Delaware Wage Payment and Collection Act, for the period April 1, 2003 through September 30, 2003 and award reasonable attorneys fees and costs, together with pre- and post-judgment interest and such other relief as the Court deems just and fair.

MARGOLIS EDELSTEIN



Jeffrey K. Martin, Esquire (#2407)
Timothy J. Wilson, Esquire (#4323)
1509 Gilpin Avenue
Wilmington, Delaware 19806
(302) 777-4680
Attorneys for Plaintiffs

Dated: December 13, 2004

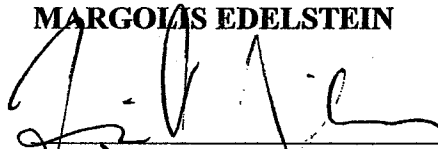
**IN THE SUPERIOR COURT FOR THE STATE OF DELAWARE
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BRIAN MILLER; HECTOR CALDERON;	:
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KAREN MASINO; ROBERT W. PETERSON;	:
SUSAN M. POKOISKI; DAN P. ROLLINS; and	: C.A. No.
WILLIAM SPERATI;	:
	: JURY TRIAL DEMANDED
Plaintiffs,	:
	:
v.	:
	:
COMPUTER SCIENCES CORPORATION,	:
a Delaware Corporation,	:
	:
Defendant.	:

CERTIFICATE OF VALUE

I, Timothy J. Wilson, Esquire, of Margolis Edelstein, attorney for plaintiffs,
hereby certify in good faith at this time in my opinion that the sum of plaintiffs' damages
is in excess of \$100,000.00 exclusive of costs and interest.

MARGOLIS EDELSTEIN



By: Timothy J. Wilson, Esquire
1509 Gilpin Avenue
Wilmington, Delaware 19806
(302) 777-4680
DE. Attorney ID #4323
ATTORNEY FOR PLAINTIFFS

Dated: December 13, 2004

B-0009

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

BRIAN MILLER, HECTOR CALDERON,)
CHARLES FOLWELL, DAWN M.)
HAUCK, KEVIN KEIR, ASHBY)
LINCOLN, KAREN MASINO, ROBERT)
W. PETERSON, SUSAN M. POKOISKI,)
DAN P. ROLLINS, and WILLIAM)
SPERATI,)

Plaintiffs,)

v.)

C.A. No. 05-10-JJF

COMPUTER SCIENCES CORPORATION,)

Defendant.)

Deposition of WILLIAM E. SPERATI taken pursuant to notice at the law offices of Potter Anderson & Corroon, Hercules Plaza, 6th Floor, Wilmington, Delaware, beginning at 9:25 a.m., on Thursday, January 12, 2006, before Kimberly A. Hurley, Registered Merit Reporter and Notary Public.

APPEARANCES:

TIMOTHY J. WILSON, ESQUIRE
MARGOLIS EDELSTEIN
1509 Gilpin Avenue
Wilmington, Delaware 19806
for the Plaintiffs

LARRY R. SEEGULL, ESQUIRE
LINDA M. BOYD, ESQUIRE
DLA PIPER RUDNICK GRAY CARY US LLP
6225 Smith Avenue
Baltimore, Maryland 21209-3600
for the Defendant

WILCOX & FETZER
1330 King Street - Wilmington, Delaware 19801
(302) 655-0477



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COPY

B-0010



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B-0011

1 WILLIAM E. SPERATI,
2 the witness herein, having first been
3 duly sworn on oath, was examined and
4 testified as follows:

5 MR. SEEGULL: Off the record Mr. Wilson
6 and I have agreed that the each plaintiff will have their
7 own separate transcript for the deposition but that we
8 will number the pages consecutively as we go along and
9 for the plaintiffs' depositions such as that each
10 plaintiff will begin where the last plaintiff left off in
11 terms of page numbers, but they will be in separate
12 volumes.

13 As far as the exhibits go, we're going to
14 be using one set of exhibits for all of the depositions
15 and so we will just label them Exhibit 1, Exhibit 3,
16 etcetera, rather than having separate copies for each
17 plaintiff.

18 In addition, Mr. Wilson and I have agreed
19 that we will jointly request from Magistrate Judge on
20 Friday to extend the time for us to submit our mediation
21 statements from Tuesday next week until Thursday.

22 MR. WILSON: Can we go off the record?
23 (Discussion off the record.)

24 MR. SEEGULL: Off the record Mr. Wilson



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B-0012

1 informed me that the depositions tomorrow will be
2 Mr. Rollins in the morning because he is in from out of
3 state in Delaware already, and we will do Ms. Masino in
4 the afternoon. We previously scheduled Mr. Folwell to be
5 in the morning. We will have to reschedule his
6 deposition to another date and time. The parties have
7 been working cooperatively to reschedule those
8 depositions.

9 BY MR. SEEGULL:

10 Q. Mr. Sperati, my name is Larry Seegull. As you
11 know and you probably have seen my name, I'm an attorney
12 for Computer Sciences Corporation. With me today is
13 Linda Boyd who is also an attorney from my office
14 representing Computer Sciences Corporation.

15 By the way, when I refer to "CSC," you
16 know I'm referring to Computer Sciences Corporation?

17 A. Yes.

18 Q. Of course the purpose of today is to inquire
19 about allegations forming the basis for your lawsuit
20 against CSC.

21 Can you please state your full name for
22 the record?

23 A. William Eller Sperati.

24 Q. Have you ever been deposed before?



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B-0013

1 A. No.

2 Q. Let me just go over some instructions so you
3 will understand the procedure.

4 I will be asking you questions to find out
5 what you know about the facts giving rise to your
6 lawsuit. Obviously the court reporter can't take down
7 head nods or other body language. Everything has to be
8 verbal. There can't be any uh-uhs, uh-huhs, any head
9 nods. It's got to be verbalized.

10 Of course you're expected to answer
11 truthfully and completely. You're testifying today just
12 as if you were testifying in court.

13 If you do not hear a question, say so and
14 I will repeat it. If you don't understand a question,
15 say so. If at any point you realize that an earlier
16 answer you gave was incomplete or inaccurate in any way,
17 you will be allowed to correct or supplement the record
18 at any point in time.

19 If you need to stop to use the restroom or
20 to take a drink, that's fine.

21 If you do not know or do not remember
22 information, just say so. You're not expected to know or
23 remember everything.

24 And you cannot talk to your attorney



1 during the deposition except to inquire about questions
2 of privilege, as your attorney may have said to you
3 already.

4 If you answer the question, I will assume
5 that you have heard it and understood it and given me
6 your best recollection.

7 Do you understand the instructions I have
8 just given you?

9 A. Yes.

10 Q. Are you taking any medication that could impair
11 your ability to testify today?

12 A. No.

13 Q. What did you do to prepare for the deposition
14 today?

15 A. We discussed a little bit about what
16 depositions were and just reviewed the documents that you
17 had and an e-mail and looked at a copy of the offer of
18 employment that we got which specifically addressed the
19 management incentive program.

20 Q. Who did you speak to in advance of today's
21 deposition?

22 A. Tim.

23 Q. Mr. Wilson?

24 A. Mr. Wilson.



1 MR. WILSON: That's attorney/client
2 privilege.

3 MR. SEEGULL: I understand. I'm not going
4 to ask you what you discussed with him.

5 Q. How long did you meet with Mr. Wilson?

6 A. Twenty minutes.

7 Q. Was that today?

8 A. Yes.

9 Q. You said you reviewed some documents in advance
10 of the deposition?

11 A. Yes.

12 Q. Let me finish my questions and then you can
13 answer because it's very difficult for the court reporter
14 to take two people talking at the same time.

15 I see you have a folder in front of you.
16 Those are the documents that you reviewed?

17 MR. WILSON: Actually those are the
18 documents that you produced and we looked at some of
19 those documents.

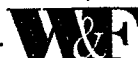
20 BY MR. SEEGULL:

21 Q. Is that right, Mr. Sperati?

22 A. Yes.

23 Q. The documents you reviewed are in this folder?

24 A. Yes.



1 Q. Did you review any documents that are not in
2 this folder?

3 A. Yes.

4 Q. Which documents did you review that are not in
5 the folder?

6 A. A copy of one of the other plaintiff's offer of
7 employment that was a form letter, to the best of my
8 remembrance, is the same as my offer of employment.

9 Q. Whose offer letter did you look at?

10 A. Kevin Keir's.

11 MR. SEEGULL: Is that a document that's
12 been produced in discovery?

13 MR. WILSON: Yes.

14 MR. SEEGULL: Do you have that document
15 with you today?

16 MR. WILSON: Yes.

17 MR. SEEGULL: We will look and see if we
18 have it.

19 BY MR. SEEGULL:

20 Q. Are you saying that you don't have an offer of
21 employment, but you think you received one that's the
22 same as Kevin Keir's?

23 A. I did not retain that from seven years ago in
24 my files. Reading Kevin's, it's the same as I remember



1 mine.

2 Q. So you believe you got one that was the same
3 as --

4 A. I know I got an offer, and I believe it's the
5 same as Kevin's.

6 Q. Which documents out of this folder did you
7 review in advance of the deposition? Let's just go
8 through it. You can tell me.

9 A. I looked to see what was in here. I
10 specifically reviewed the e-mail that I had sent.

11 MR. WILSON: I have some notes in there.
12 Let me take the notes out first. This wasn't in there.
13 This was one of the documents I pulled from your
14 production that I was going to use as an exhibit. The
15 original is in there. Those are just my copies.

16 MR. SEEGULL: What is it? It's copies
17 of --

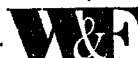
18 MR. WILSON: It's a W-2 wage and tax
19 statement for 2003. And there's the original.

20 MR. SEEGULL: Okay.

21 BY MR. SEEGULL:

22 Q. Why don't we go through this rather quickly and
23 look.

24 So one is the e-mail that was sent to you



1 by Bill Cummings and your response to him?

2 A. Right.

3 Q. That's one document you reviewed.

4 What else did you review?

5 A. The calculation form for the previous years'
6 AMIP. Again, I looked at the e-mail I sent to Cindy. I
7 just went through and saw that the rest was just pay
8 stubs and financial records, and I didn't look at
9 anything in detail.

10 Q. So the rest of the documents you really didn't
11 look at?

12 A. No.

13 Q. How about the letter saying that you had been
14 removed from the AMIP?

15 A. I looked and saw that it was in there. I
16 didn't reread the whole thing.

17 Q. Other than your attorney, did you speak to
18 anybody else about the deposition?

19 A. No.

20 Q. Have you spoken to the other plaintiffs about
21 this case?

22 A. Only very casually and it was going on and
23 that, you know, it was happening and nothing -- nothing
24 else of note.



1 Q. Did you speak substantively about the case to
2 them?

3 A. I don't think -- I'm not sure what you mean by
4 that word, but no.

5 Q. Did you discuss the substance of the case with
6 them, what the case was about, what you were going to
7 testify to, what you expected to be deposed about?

8 A. No.

9 Q. None of that?

10 A. None of that.

11 Q. Describe for me what your claim is.

12 A. The claim is that in September we were notified
13 that a portion of our compensation which we had been
14 earning since April wasn't going to be given to us for
15 reasons of some interpretation of corporate policy.

16 Q. We're talking about the year 2003?

17 A. We're talking about -- I was notified in
18 September 2003 about a retroactive termination of this
19 compensation to be effective April 1st.

20 Q. What we're talking about is the AMIP plan?

21 A. Yes.

22 Q. You were told as of September of 2003 you were
23 no longer eligible for AMIP?

24 A. That I was not going to be participating. I



1 was never eligible.

2 Q. What do you mean you were never eligible? You
3 had received AMIP in the past?

4 A. I had received AMIP in the past.

5 Q. So you were eligible in the past?

6 A. The offer of employment said I would be a
7 participant, but eligibility means meets the rules and
8 criteria, and I never met the rules and criteria. There
9 was just an understanding in the offer that I would be a
10 participant.

11 Q. I think I understand what you're saying, but I
12 want --

13 A. The AMIP program --

14 Q. Let me just finish, Mr. Sperati. I know you're
15 anxious, but let me just see if I can understand what
16 you're saying.

17 What you're saying is there was an AMIP
18 plan, correct?

19 A. Yes.

20 Q. And that AMIP plan existed before you ever came
21 to CSC?

22 A. Yes.

23 Q. Under the terms of that AMIP plan you're saying
24 there were certain eligibility rules.



1 A. As I understand it, yes.

2 Q. And once you were hired by CSC, you were not,
3 according to those rules, eligible for AMIP. Is that
4 correct?

5 A. Correct.

6 Q. But that when CSC hired you, they made an
7 exception for you, correct?

8 A. Yes.

9 Q. And allowed you to participate in the plan.

10 A. That's my understanding.

11 Q. During the entire time that you were at CSC,
12 you were never, according to the rules, eligible for
13 participation in the plan?

14 A. As I understand the plan, yes.

15 Q. But that you continued to participate in the
16 plan until September of 2003 --

17 A. Yes.

18 Q. -- when you were notified that you would not be
19 participating for that fiscal year?

20 A. Right.

21 Q. Am I correct that the reason you were not
22 eligible, even though you had been participating, is
23 because your level within the company was not high
24 enough?



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B-0022

1 A. I don't know whether it's a level issue or a
2 job description issue. I don't know the plan, but my
3 understanding is it was intended for management, and I
4 was not and never have been management.

5 Q. Management is at what level of the
6 organization, do you know?

7 A. No.

8 Q. What was the highest level of the organization
9 that you reached?

10 A. Level 6.

11 Q. As a level 6 employee, you were not a manager?

12 A. I was not a manager as a level 6.

13 Q. Your claim is that, when they notified you in
14 September of 2003, they notified you that you wouldn't be
15 participating at all for that entire fiscal year?

16 A. Correct.

17 Q. And that meant that they were saying that, as
18 of April 1 of 2003, you wouldn't be participating.

19 A. Correct.

20 Q. You felt that was a retroactive change?

21 A. Yes.

22 Q. That's your claim, that for the period of
23 April 1, 2003, through the time that you were notified in
24 September of 2003, you had been participating, in your



1 mind?

2 A. Yes.

3 Q. And that you're entitled to the compensation
4 out of AMIP for that period of time.

5 A. Yes.

6 Q. You're not claiming any entitlement to AMIP
7 compensation from September of 2003 on.

8 A. No. Because I was notified at that point that
9 my participation had been terminated.

10 Q. You understand that the company had the right
11 to do that, to tell you that you would no longer be
12 participating in AMIP and they could do that on a
13 going-forward basis?

14 A. I assumed that they have the legal right to do
15 that.

16 Q. Because they can change the terms and
17 conditions of your employment.

18 A. Right.

19 Q. You were an at-will employee, correct?

20 A. Yes.

21 Q. Are you still employed by CSC?

22 A. Yes.

23 Q. You remain an at-will employee, correct?

24 A. I don't know what that means, but yes. I



1 remain an employee under the same way I have always been
2 an employee.

3 Q. At-will means you have no contract of
4 employment, correct?

5 A. I have no contract.

6 Q. You understand that the company can change the
7 terms of your employment going forward?

8 A. Yes.

9 Q. And that is what you thought they were doing in
10 September of 2003, but you thought they were going to do
11 it from September 2003 going forward. You didn't think
12 they were going to do it from April through September.

13 A. I don't think that you can terminate -- you can
14 tell somebody, oh, you weren't -- we're not paying you
15 for that period of time, give us the money back. I don't
16 know how you can do that.

17 Q. Let's just be clear, though. They hadn't yet
18 paid you anything, correct?

19 A. No.

20 Q. So they weren't asking you to return any money,
21 correct?

22 A. No.

23 Q. Is that correct?

24 A. It's accrued and prorated.



1 Q. Is that correct, that they weren't asking --

2 A. No, they did not.

3 Q. Let me finish my question. They were not
4 asking you to return any money, correct?

5 A. No.

6 Q. Is that correct?

7 A. That is correct.

8 Q. You said it was accrued?

9 A. That's the term I would use.

10 Q. How much had accrued up until that point?

11 A. Six months' worth of what it would have been.

12 April through September.

13 Q. How much was that? If you say it accrued, how
14 much had accrued?

15 A. Approximately \$18,000. Somewhere in that
16 range. The exact rates are determined based on
17 profitability and all sorts of other things in the
18 formula.

19 Q. We will get to how you calculate that in a
20 little while.

21 What is your Social Security number?

22 A. 222-34-6262.

23 Q. What is your date and place of birth?

24 A. November 24th, 1949, Jersey City, New Jersey.



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B-0026

1 Q. Where do you live?

2 A. 107 Wayland Road, Wilmington, Delaware.

3 Q. How long have you lived there?

4 A. Fifty years.

5 Q. Do you own or rent?

6 A. Own.

7 Q. Are you married?

8 A. Yes.

9 Q. How long have you been married?

10 A. Twenty-three years.

11 Q. Any children?

12 A. Three.

13 Q. Have you ever been arrested?

14 A. No.

15 Q. Have you ever been convicted of a felony or
16 misdemeanor?

17 A. No.

18 Q. Have you ever served in the military?

19 A. No.

20 Q. When did you first contact an attorney to
21 handle your case against CSC?

22 A. The attorney contacted me.

23 Q. When was that?

24 A. I don't remember. My guess is fall -- late



1 fall of 2003. I don't really remember when it was.

2 Q. Who was it that contacted you?

3 A. Tim Wilson's law firm.

4 Q. Was it Tim Wilson that contacted you?

5 A. I don't remember.

6 Q. Or was it Jeff Martin?

7 A. I don't remember.

8 Q. What is the arrangement you have with your
9 attorney in terms of paying fees?

10 A. That we have to pay him the fees and it's going
11 to be split by all of us who are participating in the
12 lawsuit.

13 Q. Are you being charged on an hourly basis?

14 A. I don't remember.

15 Q. Or is it a contingency arrangement, that you
16 only pay the attorney based upon whether or not you
17 receive anything?

18 A. I would have to go back and look at the
19 document.

20 Q. "The document" being a retainer agreement?

21 A. Some kind of a legal document that says he's
22 going to do work for us and we're going ahead with this
23 lawsuit.

24 Q. Do you have a copy of that document?



William E. Sperati

19

1 A. Probably.

2 MR. SEEGULL: I think we have asked for
3 that to be produced. I would ask you to produce that.

4 MR. WILSON: They haven't been produced?

5 MR. SEEGULL: I don't think so.

6 MR. WILSON: I can represent it's a
7 contingent agreement.

8 MR. SEEGULL: But I'd still like to see
9 the production of that document.

10 MR. WILSON: Sure. No problem.

11 BY MR. SEEGULL:

12 Q. Have you paid anything yet to your attorneys?

13 A. No.

14 Q. Have you been represented by any counsel other
15 than Mr. Wilson and Mr. Martin and their firm?

16 A. No.

17 Q. Have any lawsuits ever been filed against you?

18 A. No.

19 Q. Have you ever filed any other lawsuit besides
20 this one?

21 A. No.

22 Q. Have you ever been a witness in another
23 lawsuit?

24 A. No.



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B-0029

1 Q. Have you ever declared bankruptcy?

2 A. No.

3 Q. Have you ever made a claim for unemployment
4 benefits?

5 A. Yes.

6 Q. When was that?

7 A. 1971.

8 Q. How long have you worked for CSC?

9 A. Since we transitioned in June of 1997.

10 Q. You were working with DuPont before that?

11 A. Yes.

12 Q. How long had you worked for DuPont?

13 A. Twenty-seven years.

14 Q. So you worked for DuPont since 1970?

15 A. '71.

16 Q. Since 1971 with DuPont?

17 A. Yes.

18 Q. And then from there on out you have been
19 working with CSC?

20 A. Yes.

21 Q. Have you ever made a claim for workers'
22 compensation benefits?

23 A. No.

24 Q. Do you have any relatives who work for CSC?



1 A. No.

2 Q. Did you go to college?

3 A. Yes.

4 Q. Where did you go to college?

5 A. Penn State.

6 Q. When did you graduate?

7 A. '71.

8 Q. What was your degree in?

9 A. Mathematics.

10 Q. Did you graduate with honors?

11 A. Yes.

12 Q. High honors, summa cum laude, magna cum laude?

13 A. I think it was just honors.

14 Q. What does it take to graduate with honors?

15 A. I think it was 3.6, but I don't remember. Been
16 a long time.

17 Q. Any other education or training since then?

18 A. Various courses that my employer sent me to.

19 Q. That your employer sent you to?

20 A. Yes. No academic training, nothing more than,
21 you know, typically a long weekend or a one-week
22 training. Professional training.

23 Q. Have you ever received any work-related
24 certifications?



1 A. No.

2 Q. Have you ever received any awards or honors
3 other than what you spoke about already?

4 A. I have certainly gotten bonuses for specific
5 accomplishments for projects and things that I have been
6 involved with.

7 Q. How many times have you received a bonus of
8 some sort?

9 A. I don't know. Maybe a half dozen with DuPont.
10 With CSC there was a number of special bonus programs
11 that I participated in and received in addition to AMIPs.
12 Probably most notably they had what they called a Hot
13 Skills Bonus where they gave extra compensation for
14 having a specific skill as a special short-term salary
15 adjustment because of the competitive market in that
16 skill area.

17 And there was also a retention bonus that
18 they had for -- they were losing a lot of people and for
19 staying in the organization for a year, then six months
20 later there was a bonus.

21 Q. So how many bonuses in total do you think
22 you've received while you've been at CSC?

23 A. I'm going to say four or five, something in
24 that range.



1 Q. You think those were the skills bonuses and the
2 retention bonus?

3 A. The skills bonus, retention bonus. I got a
4 special check one time because they drew my name out of a
5 hat for participating in something. I don't know what
6 you call that. But it was extra money, but it wasn't
7 related to any accomplishment.

8 Q. Anything else?

9 A. Not that I can recall.

10 Q. Any other awards or honors?

11 A. Not that I can recall at CSC.

12 Q. Are you a member of any professional
13 associations?

14 A. No.

15 Q. Any awards or honors outside of CSC other than
16 the ones you spoke about at DuPont?

17 A. At DuPont, while I was at DuPont, I was the
18 chairman of a group of -- SIP users group, and I got
19 recognition for that, for that year's service and having
20 led that task group.

21 Q. Anything else?

22 A. Not that I can recall.

23 Q. You were hired by CSC along with other DuPont
24 employees?



1 A. Yes.

2 Q. And that was in the summer of 1997?

3 A. Right.

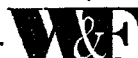
4 Q. Tell me about the bonus program that was in
5 place at DuPont before you left.

6 A. DuPont had a bonus program which had gone
7 through a number of different names, but the final name
8 when we left was it was called -- I think it was called
9 the Incentive Compensation Program, and it was
10 administered to all professionals. Exempt personnel were
11 technically eligible.

12 The way it was administered, it typically
13 went down to level -- a few level 4s might get it, most
14 level 5s, and as you started to get above that, there
15 were actually management audits as to why is this person
16 at this level if they're not receiving the bonus.

17 It was administered very differently than
18 CSC. Again, not having been management, I never was
19 directly involved in the process, though I certainly had
20 talked to some of the programmers who wrote the software
21 to help administer it. CSC was a very strict X percent
22 is for X accomplishment, Y percent is for Y. And very
23 much tied to organizational financials.

24 Q. That's CSC or DuPont?



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1 A. That's CSC's. DuPont's was based on corporate
2 financials and organizational financials in terms of how
3 big the pot was and then it was management that made
4 their own judgment for distributing the pot.

5 Q. So if I understand you correctly, what you're
6 saying is, in your mind, the DuPont plan was more
7 discretionary amongst management as to how to distribute
8 the money?

9 MR. WILSON: Object to the form. You can
10 answer.

11 A. I mean, I'll say yes. It was a different
12 program, somewhat different in, I'll say, intent as
13 DuPont's clearly was for all personnel contributing, and
14 as CSC defined it, theirs was a management incentive.

15 Q. So you're saying the intent of DuPont's was to
16 be more generous in a way than the AMIP plan at CSC?

17 A. It was to -- I don't say more generous. DuPont
18 felt that all employees contributed to performance and
19 that a portion of that pay as you moved up through the
20 organization should be based -- should be at risk and
21 based on the performance of the individual in the
22 organization.

23 CSC looks to me like that only
24 management's pay is appropriately at risk because of



1 their contribution to the organization.

2 Q. So, in your mind, the AMIP plan is intended to
3 be more focused on management and the DuPont plan was
4 intended to be broader in scope and provide bonus
5 incentives lower down in the organization.

6 A. Yes.

7 Q. Had you received a bonus every year while you
8 were at DuPont?

9 A. I had received a bonus -- every year DuPont
10 gave bonuses. After the first year I had received a
11 bonus. In other words, when I was a low-level employee,
12 I had not, but one year I was informed that I had gotten
13 it and every year subsequent to that I got it. I'm
14 pretty sure I got it every year. I know there was a year
15 that DuPont did not give bonuses at all to anyone, but
16 that year I believe was prior to my receiving it for the
17 first time.

18 Q. When did you become eligible for the DuPont
19 bonus?

20 A. Again, as I understand it, all exempt employees
21 are technically eligible.

22 Q. When did you start getting a DuPont bonus?

23 A. I think it was 1981 or '82.

24 Q. What was the range of bonuses you received at



1 DuPont?

2 A. You mean dollar amount?

3 Q. Yes. Approximately.

4 A. I don't even remember. The minimum was in the
5 thousands and I believe it was in the
6 eight-to-ten-thousand range when I finally left DuPont,
7 but I don't remember for sure.

8 Q. But approximately that amount?

9 A. I think that's what it was. Part of the issue
10 is DuPont's bonus was not all cash.

11 Q. What do you mean by that?

12 A. What DuPont did is the compensation was roughly
13 one-third stock, one-third cash, one-third taxes.

14 Q. So you say stock in DuPont?

15 A. Yes.

16 Q. Could you sell that stock?

17 A. Yes.

18 Q. It was unrestricted?

19 A. Yes.

20 Q. Is that what you generally did or did you keep
21 the stock?

22 A. I still got it.

23 Q. That's different than the AMIP plan which is an
24 all-cash bonus?



1 A. Yes.

2 Q. Am I correct that there was no formula for
3 calculating a bonus while you were at DuPont?

4 A. As far as I know, there wasn't, but, again, I
5 never was in the detailed administration of it.

6 Q. Does the word "Horizon" mean anything to you in
7 connection with a bonus?

8 A. The Horizon Initiative was the name they gave
9 to the DuPont people being outsourced as a group.

10 Q. To CSC?

11 A. To CSC.

12 Q. When were the bonuses awarded at DuPont?

13 A. February. Typically like second week in
14 February.

15 Q. That's in every year?

16 A. Yes.

17 Q. Would that be for the January-through-December
18 time frame?

19 A. For the prior. It varies much like where CSC
20 comes out in mid-May because their fiscal ends
21 March 31st. CSC's came out -- DuPont's came out in
22 mid-February because their fiscal year ends
23 December 31st.

24 Q. Did you hear anything about the bonus amounts



1 or how it would be distributed or calculated during the
2 course of the year or would you only find out at the end
3 of the year?

4 A. At CSC --

5 Q. At DuPont.

6 A. At DuPont it was a magical meeting on that
7 magical day.

8 Q. In February?

9 A. In February.

10 Q. Up until that point you really wouldn't have
11 any notion of what was going to happen in terms of
12 bonuses?

13 A. No. Only, you know, the general understanding
14 of the rules and knowing how well the organization did
15 and how well DuPont earnings did. Again, the size of the
16 pot is actually documented in the DuPont bylaws, I
17 believe, as to how much total bonus money will be given
18 out under this plan for the prior fiscal year.

19 Q. But as to how much you might receive, no notion
20 of that?

21 A. No.

22 Q. Did that differ than CSC?

23 A. Yes.

24 Q. How did it differ?



1 A. Well, again, CSC had a very strict formula,
2 documented formula, for deriving the bonus percentage and
3 your percentage of the percentage.

4 Q. Are you talking about the worksheets?

5 A. Yes. Ultimately it ended up in a worksheet.

6 Q. What does that mean, a worksheet? What would
7 the worksheet look like, and what was the point of the
8 worksheet?

9 A. The point of the worksheet was to document how
10 your bonus was calculated.

11 Q. How your bonus was calculated, meaning how it
12 had been calculated or how it would be calculated?

13 A. Each year there were discussions and at some
14 point during the year there would be -- they would
15 document what percent and what formula they were going to
16 use that year for calculating the bonus.

17 Q. So at some point during the course of the year
18 you would receive a worksheet.

19 A. You would receive -- it wouldn't be -- it would
20 just be more like an e-mail that said 20 percent will be
21 based on operating income and 20 percent will be based on
22 shareholder price per share, and 20 percent -- they
23 wouldn't actually -- the worksheet was filled out after
24 the end of the year when they knew what percentage of



1 those objectives had been met.

2 Q. Weren't you given the worksheets not filled out
3 during the course of the year and then given them again
4 filled out at the end of the fiscal year?

5 A. I don't remember getting a worksheet not filled
6 out.

7 Q. Maybe we're talking about different terms,
8 "filled out" and "not filled out."

9 As I understand it, all employees were
10 given a worksheet with the percentages as to how their
11 bonus would be calculated at the end of the year, but
12 they weren't filled out as to whether or not the company
13 or the individuals had achieved those metrics until the
14 end of the year.

15 A. We got --

16 Q. Those are worksheets.

17 A. Okay, it's a worksheet. To me a worksheet is
18 something you can put a number into and get a
19 calculation. This was more a text document that said
20 these are the percentages that will be used.

21 Q. Were the factors listed in this text document?

22 A. Yes.

23 Q. Return on investment?

24 A. Yes.



1 Q. And earnings per share?

2 A. In those years that that was the criteria, yes.

3 Q. So some years it was earnings per share; some
4 years it was other criteria?

5 A. Yes.

6 Q. What were the other criteria that might be
7 used?

8 A. Return on investment, operating income. All
9 years prior to 2000 -- fiscal 2003, the immediate prior
10 year, a component, I think it was roughly 20 percent, was
11 based on the definition and meeting personal objectives.
12 In other words, I had a specific contribution that, if I
13 did certain specific tasks at a certain level, then I
14 would get X percent of the 20 percent would go into the
15 calculation.

16 The individual component was not part of
17 the calculation for fiscal 2003. It had been in prior
18 years. I do not know what the formula was and whether it
19 had a personal contribution component for 2004 or not.

20 Q. Because you never received a --

21 A. -- statement of how it was going to be
22 calculated for that year.

23 Q. Every other year you had received such a
24 statement, but in the fiscal year 2004 --



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1 A. I did not get it. Had not received it at the
2 time I was notified that I was not a participant.

3 Q. So you did not know how it would be calculated
4 for that year.

5 A. Right.

6 Q. Do you remember when you first started working
7 for CSC, the day?

8 A. June 1st, 1997.

9 Q. What was the position that you assumed at CSC?

10 A. Programmer/analyst/consultant. I think the
11 title was computer scientist.

12 Q. What projects were you working on?

13 A. I was working on the DuPont SAP project.

14 Q. What group were you in?

15 A. The SAP Group.

16 Q. Were you in the Chemical Group, TMG --

17 A. Well, okay --

18 MR. WILSON: Let him finish asking his
19 question.

20 BY MR. SEEGULL:

21 Q. Were you in the Chemical Group, TMG, CEG, GIS?
22 What was the overall group you were in?

23 A. At the time it was called Horizon Initiatives.
24 So it was the Horizon Initiatives Group. It got renamed



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1 Chemical Oil and Gas Group. It got renamed Chemical and
2 Energy Group. It got renamed Technology Management
3 Group. It got renamed -- it's gone through a number of
4 naming transformations, but at that time it was called
5 Horizon Initiatives.

6 Q. Who was your supervisor?

7 A. I believe it was -- I can't even think of his
8 last name. Bill. I can't think of his name offhand.

9 Q. Who was the head of the group?

10 A. I think the head of the group -- the SAP Group,
11 I think it was Joe MacElrone.

12 Q. I don't mean SAP Group. I mean the Horizon
13 Initiatives Group.

14 A. I can't remember his name. He's still around.

15 Q. Who is the head of your group? What group are
16 you in now?

17 A. Right now I'm in the Defense Group.

18 Q. How long have you been in that group?

19 A. We officially moved to Defense roughly June 1
20 of this year.

21 Q. Of '05?

22 A. Of '05.

23 Q. Prior to being in the Defense Group what group
24 were you in?



1 A. Again, it went through names. It had ended up
2 being called Global Transformation Services, GTS.

3 Q. But that's the same group that had been called
4 TMG and Chemical?

5 A. From my view of the world, yes.

6 Q. Let's call that the Chemical Group. Who was
7 the head of the Chemical Group when you were told you
8 were no longer going to be participating in the AMIP
9 program?

10 A. I think it was Nick Wilkerson, but I'm not
11 sure. I don't have dealings at that level that I really
12 pay attention. That's one of the names of the people who
13 periodically talked to us. I'm not sure whether he's at
14 the top or one level down for DuPont.

15 Q. Was he a vice president, do you know?

16 A. I don't remember. I believe so.

17 Q. You received an AMIP each year you were at CSC?

18 A. Yes.

19 Q. Up until that point in September of 2003.

20 A. Yes.

21 Q. Let's talk about that. How much did your AMIP
22 payments range from?

23 A. The last one was in the \$30,000 range. I think
24 the low was around 20, but I don't remember the number.



1 Q. You're saying those payments to you were made
2 in May of every year?

3 A. Yes.

4 Q. And they were made for the prior fiscal year?

5 A. Yes.

6 Q. Why did the payments not get made until May of
7 the year?

8 A. Because one component of the calculation -- all
9 the components of the calculation are based on the
10 accomplishments through the year, financial or personal.

11 Q. So it takes a while to reconcile the prior
12 fiscal year?

13 A. Basically they have to -- you got to close the
14 books to know how much money you made. If you met those
15 objectives, you have to use those numbers. And the
16 annual personnel review for your individual
17 accomplishments also happens on that fiscal year-end
18 timing.

19 Q. There's a number of things that have to finish
20 and wrap up and be analyzed before they can put it into
21 the formula to figure out how much bonus you will get?

22 A. Right.

23 Q. Then after that it takes even more time to send
24 out this formula for next year's bonus.



1 A. Right.

2 Q. When, generally, did you receive the formula
3 for the following year's bonus? Would that sometimes be
4 October or November, December?

5 A. In the August-to-November time frame somewhere.
6 I don't ever remember it being discussed much before
7 August, and I remember I think the year before it was
8 October/November when they finally came through and
9 said --

10 Q. Here's how we're going to calculate.

11 A. -- here's how we're going to do it and, by the
12 way, there won't be an individual component.

13 Q. That was the first year they said that?

14 A. Yes.

15 Q. It changed year to year how they weighted the
16 components and what the components would be?

17 A. Yes.

18 Q. That wasn't particular to you; that was across
19 the board?

20 A. As I understand it.

21 Q. When you came into the CSC organization, what
22 level were you?

23 A. Five. I had been a 5 at DuPont. CSC didn't
24 have that sublevel distinction, so I became a 5.



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1 Q. What was the title level?

2 A. I was called a computer scientist.

3 Q. How long did you stay at that level?

4 A. I think it was either three or four years.

5 Q. Then you became an SO 6?

6 A. Yes.

7 Q. Do you know what the title is for that level?

8 A. Senior computer scientist.

9 Q. Which office were you in?

10 A. You mean building?

11 Q. Yes.

12 A. I started at Barley Mill with DuPont, then we
13 moved into the Christina Corporate Center, moved around
14 there a couple, was on-site with DuPont at J.P. Morgan,
15 and then back at Christina Corporate Center.

16 Q. Did your salary increase each year?

17 A. Yes. There was one year when there was no
18 increase. I think it was in 2003.

19 Q. You received a letter when you were transferred
20 from DuPont; is that right?

21 A. I received an offer of employment for CSC when
22 I left DuPont, yes.

23 MR. SEEGULL: Mark this as Exhibit 1.

24 (Deposition Exhibit No. 1 was marked for



1 identification.)

2 BY MR. SEEGULL:

3 Q. I'm showing you what's been marked as
4 Exhibit 1. Why don't you take a moment to look through
5 it.

6 MR. WILSON: Was this produced?

7 MS. BOYD: Yes.

8 THE WITNESS: That number is different.

9 BY MR. SEEGULL:

10 Q. Have you had a chance to review Exhibit 1?

11 A. Yep.

12 Q. Do you recognize this document?

13 A. Yes.

14 Q. What is it?

15 A. This is the offer of employment that I
16 received.

17 Q. Who is Dorothy Eltzroth?

18 A. She was HR director when we cut over. That's
19 what it says.

20 Q. Do you know her?

21 A. Not personally, no.

22 Q. This was trying to lay out how it was going to
23 work when you came over from DuPont, correct?

24 A. It says this basically is the details of



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1 compensation and benefits that I would start -- that I
2 would get when I started working.

3 Q. One of the things it refers to is the
4 Management Incentive Program.

5 A. Yes.

6 Q. That's in the third full paragraph?

7 A. Yes.

8 Q. It says, of course, that you will be included
9 in CSC's Management Incentive Program?

10 A. Yes.

11 Q. It talks about the requirement of superior
12 contributions to the performance of Horizon Initiatives?

13 A. Yes.

14 Q. As well as achievement of negotiated management
15 objectives.

16 A. Yes.

17 Q. Told you that it would run with the fiscal
18 year?

19 A. Yes.

20 Q. Then it told you that the award will range up
21 to 30 percent of your adjusted base salary?

22 A. Yes.

23 Q. Depending upon your performance.

24 A. Right.



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1 Q. So you understood from this letter that you
2 were eligible to participate in the Management Incentive
3 Program?

4 A. It said I would be included. Specifically when
5 the manager gave this to me, he mentioned that
6 professionals such as myself were not part -- were not
7 included -- other professionals at CSC were not in the
8 Management Program, that this was done for the
9 professionals who came from DuPont to structure the
10 compensation similarly to the way it was at DuPont.

11 MR. SEEGULL: Off the record.

12 (Discussion off the record.)

13 BY MR. SEEGULL:

14 Q. When you say "professionals," do you mean that
15 you were a technical professional?

16 A. Yes.

17 Q. You were not on the management track.

18 A. No management or supervisory responsibilities.

19 Q. So they were making, again, an exception for
20 you because you were --

21 A. As I understood it, yes.

22 Q. You also understood that this was not a
23 guarantee that your benefits would never change.

24 A. Right.



1 Q. You understood that you were not guaranteed
2 that you would forever be in a Management Incentive
3 Program.

4 A. I didn't see there would be any reason why I
5 wouldn't.

6 Q. But you understood it wasn't a guarantee.

7 A. There's no guarantees.

8 Q. What do you mean by that?

9 A. Well, they can say the pension stopped. They
10 can say we're not, you know, covering this. As I
11 understand it, the employer can change anything about how
12 you are compensated or your work environment that they
13 want.

14 Q. Before you were transferred from DuPont to CSC,
15 did DuPont hold any meetings with you about the transfer?

16 A. Yes, we had meetings.

17 Q. Other than the communication you've just told
18 me about from your would-be supervisor about the AMIP,
19 any other communications about the bonus plan?

20 A. They said it was structured differently than
21 DuPont. They didn't really go into details.

22 Q. Anything else?

23 A. Not that I recall.

24 Q. Did you receive any documents related to the



1 bonus plan?

2 A. No.

3 Q. Have you ever seen the bonus plan?

4 A. No.

5 Q. Have you ever seen anything labeled "AMIP"?

6 A. E-mail communications around the formula for
7 this year, for the coming year or the actually
8 in-existence year because, like I said, they tended to
9 come through in late summer, early fall.

10 Q. Other than those communications, have you ever
11 seen any policy or plan labeled "AMIP"?

12 A. I haven't.

13 Q. Do you know if there is such a policy or plan?

14 A. I assume there is.

15 Q. Why do you assume there is?

16 A. Because HR documents policies. They wouldn't
17 talk about it if they didn't have it. You've got
18 something with a name, I assume it has specific rules and
19 criteria written down in the bowels of CSC's HR
20 organization administration.

21 Q. Did you ever ask anybody where is my e-mail
22 about the AMIP?

23 A. No.

24 Q. Why not?



1 A. Well, because it wasn't October. Things happen
2 slowly. I kind of -- I mean, I was kind of wondering,
3 hmmm, I wonder when they're going to start this, because
4 it was September. I kind of remember things happening in
5 August, but, you know, I'm busy running the army. When
6 you get the e-mail, you say, oh, okay, better fill this
7 out.

8 Q. What do you mean fill it out?

9 A. Well, in the past there were the specific
10 individual objectives. So I had to write down my piece
11 of what it was for that year that I would be doing.

12 Q. So for fiscal year 2004, you had not received
13 any e-mail communication about what the criteria would be
14 for the bonus that year.

15 A. Right.

16 Q. Did you know whether or not an individual
17 performance objective would be one of the components?

18 A. No.

19 Q. It had been a component for sometime in the
20 past, yes?

21 A. Yes.

22 Q. But for the immediately preceding year it had
23 not been a component?

24 A. Correct.



1 Q. You didn't know whether for fiscal year 2004
2 they were going to reinstate it as a component or not?

3 A. Right. Without that as a component, there's
4 almost no communication about it.

5 Q. You mean if individual performance is not a
6 component and it's just corporate objectives --

7 A. Then at some point they will just tell you the
8 formula.

9 Q. And that might be even later than October or
10 November. That might be December.

11 A. Might have been.

12 Q. In fact, isn't that what happened in the prior
13 fiscal years, that it had been December that they told
14 you?

15 A. I really don't remember the date that they told
16 us.

17 Q. But you knew it was later in the year?

18 A. I recall it being later. We haven't done
19 objectives and then it's like, oh, they aren't going to.

20 Q. You mean you haven't done personal objectives?

21 A. Right.

22 Q. What kind of personal objectives in the years
23 where that was a component would you have listed for
24 yourself?



1 A. Most of them were relatively canned verbiage
2 about meet corporate policies, do my time entry every
3 day, respect other fellow employees, support management
4 objectives, and then there might be something because of
5 the nature of what I do, keep the system running and help
6 my fellow employees do a better job.

7 Q. Once you became a CSC employee, were there any
8 orientations held to describe the AMIP plan?

9 A. No.

10 Q. Again, did it just start off that the first
11 year you were there, at some point objectives were
12 distributed?

13 A. I mean, there was an e-mail that says in order
14 to something like administer the plan, the way the plan
15 works is we have objectives. There was some kind of a
16 communication. I'm sure it was not a meeting that talked
17 about how they do it through percentages and individual
18 pieces and that you need to fill out that part and get it
19 back to your supervisor or HR, whatever it was.

20 Q. That was the same as every year.

21 A. Every year worked that same way, yes.

22 Q. What does AMIP stand for?

23 A. I'm not sure. I assume, I'm guessing, that the
24 A is like America's, differentiated with Europe or



1 something else, and then I assume it's Management
2 Incentive Program.

3 Q. Am I correct that you can't point to any
4 document that spells out the terms of the AMIP?

5 A. Not that I have seen.

6 Q. Year to year the factors and components of the
7 AMIP changed?

8 A. I believe so, yes. Definitely they changed the
9 last year because there was no individual piece.

10 Q. Individual performance component.

11 A. Right. The two things -- there was no
12 individual performance component and the earnings per
13 share, the actual high-level corporate earnings per
14 share, was actually a component, but I do not recall
15 being that -- I do not recall being in there other years.

16 Q. Other changes might have been return on
17 investment?

18 A. They might have had return on investment one
19 year and not others or equity. CSC learned different
20 ways of doing accounting and measuring, trying to find
21 quantifiable ways to measure performance.

22 Q. Do you know what DSO is?

23 A. Day sales outstanding. That's their newest
24 buzz word to try to make the balance sheet look good.



1 Q. Is that another component that sometimes was
2 included and sometimes not?

3 A. I do not ever remember that being a component,
4 but CSC has been hot on that. It would not surprise me
5 at all that that would have been a component in 2004
6 because that was one of the corporate financial
7 objectives was to reduce the day sales outstanding.

8 Q. The DSO was not a factor in the prior years'
9 AMIPs, but it might have been a factor in fiscal year
10 2004?

11 A. Might have.

12 Q. I'm sorry. What does DSO stand for?

13 A. Day sales outstanding.

14 Q. Which means what?

15 A. How well CSC bills and manages its receivables.

16 Q. CSC's fiscal year runs from April 1 of the year
17 through March 31st of the next year.

18 A. Yes.

19 Q. So if it's April 1 of 2002 through March 31st
20 of 2003, that would be fiscal year 2003?

21 A. Correct.

22 Q. In addition to the components of the AMIP
23 change in year to year, the weightings would also change?

24 A. I believe so.

